

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND (Greenbelt)

IN RE: *
* Case No.: 22-12609-LSS
WILLIAM C. BEVAN, JR., *
*
Debtor. * Chapter 7
*

LINE RE CONTRACT – CLAIM 19

Creditor, Manor Care of Wheaton MD, LLC (“Respondent”), William M. Rudow, Esquire and the Rudow Law Group, LLC, submits this Line regarding the Objection to Proof of Claim #19-6 (Manor Care of Wheaton MD, LLC) [Dkt 542] (“POC 19-6 Objection”) and Creditor’s Response in Opposition to Objection to Proofs of Claim #19-6 (Manor Care of Wheaton MD, LLC) [Dkt 560] (“POC 19-6 Objection Response”) in the above-captioned matter and states:

The Court held an evidentiary hearing (“Hearing”) regarding the POC 19-6 Objection on June 10, 2025. During the Hearing it became clear that an important factual finding for the Court to revolve is the enforceability of the unsigned contract, admitted into evidence as *Respondent Claim 19 Exhibit 4*. Respondent cited two cases¹ in support of its position that this contract was ratified or as states in FN 11 of the POC 19-6 Objection Response - *The Debtor ratified the contract by accepting the Creditor’s services*. The issue of contract acceptance, however,

¹ [*Travelers Cas. & Sur. Co. of Am. v. PG&E*, 549 U.S. 443, 127 S. Ct. 1199 \(2007\)](#) and [*Summitbridge Nat’l Invs. III, LLC v. Faison*, 915 F.3d 288 \(4th Cir. 2019\)](#).

was not fully briefed in either the POC 19-6 Objection or POC 19-6 Objection Response.

Movant cited no cases.

Would it be helpful for the Court for the Movant and Respondent to fully brief the issue of whether or not the *Respondent Claim 19 Exhibit 4* unsigned contract was accepted/enforceable under Maryland law?

Dated: June 11, 2025

/S/ William Rudow

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